

HEFNER, STARK & MAROIS, LLP

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Proposed Attorneys for
 KIMBERLY J. HUSTED,
 Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
(Sacramento Division)

In re

**GRANITE BAY INVESTMENT
 PARTNERS, LLC,**

Debtor.

Case No.: 13-29661-C-7

DC No.: HSM-001

NO HEARING REQUIRED

**APPLICATION TO EMPLOY HEFNER, STARK & MAROIS, LLP,
 AS COUNSEL FOR TRUSTEE**

KIMBERLY J. HUSTED, the duly appointed Chapter 7 Trustee ("Trustee") in the pending bankruptcy case of GRANITE BAY INVESTMENT PARTNERS, LLC (the "Debtor"), Case No. 13-29661-C-7, files this ex parte application ("Application") for authorization to employ the law firm of Hefner, Stark & Marois, LLP ("Counsel"), as general bankruptcy counsel for the Trustee as follows:

1. This case was filed as an involuntary Chapter 7 case on July 23, 2013.
2. The Trustee was appointed as Chapter 7 Trustee on September 26, 2013, and continues to serve in that capacity.
3. The Trustee has determined that she needs to employ general bankruptcy counsel in this case.
4. Based upon her interview and familiarity with Counsel, the scope of representation that may be provided by the attorneys of that firm on bankruptcy matters, the

1 law firm's reputation and experience in handling bankruptcy and non-bankruptcy matters and
2 the scope and complexity of the case, the Trustee wishes to retain Counsel as her court
3 appointed general bankruptcy counsel in this case.

4 5. The terms of the Trustee's employment of Counsel are set forth in the Hourly
5 Fee Agreement for Legal Services attached as Exhibit "B" to the Exhibits Cover Sheet filed in
6 support of this Application.

7 6. As set forth in the Declaration of Howard S. Nevins filed and served herein
8 ("Nevins Declaration"), Counsel has determined that there are no relationships, associations,
9 connections or conflicts of interest that exist with regard to Counsel that would preclude
10 representation of the Trustee as counsel in this case.

11 7. Counsel is not aware of any conflict, or other association, relationship or
12 connection between the law firm of Hefner, Stark & Marois, LLP, and the Trustee, the Debtor,
13 any creditors of the Debtor, any other parties in interest, their respective attorneys and
14 accountants, the United States Trustee, or any person employed in the Office of the United
15 States Trustee, other than as set forth herein and in the Nevins Declaration.

16 8. On or after October 3, 2013, Counsel commenced serving as general bankruptcy
17 counsel for the Trustee to provide representation in this Chapter 7 case, to advise the Trustee
18 with respect to the legal rights and duties of the Estate, and to provide such other services as
19 may be necessary and appropriate pursuant to and in accordance with the provisions of the
20 Bankruptcy Code.

21 9. Counsel shall provide the Trustee with a monthly statement for her review, to
22 enable the Trustee to stay apprised of the status of Counsel's activities. All fees are subject
23 to review and approval of the court pursuant to the provisions of 11 U.S.C. sections 327, 328,
24 330 and 331. The Estate will be charged for recoverable costs and expenses as allowed
25 under the Bankruptcy Code, the guidelines established by the court, and as set forth in the
26 Hourly Fee Agreement.

27 10. The Trustee believes the employment of Counsel is appropriate on the terms
28 and conditions set forth herein.

1 **WHEREFORE**, the Trustee respectfully requests that the court enter an order, effective
2 as of October 3, 2013, authorizing the employment of Hefner, Stark & Marois, LLP, as general
3 bankruptcy counsel for the Trustee in this case on the terms and conditions set forth in this
4 Application.

5 Dated: November 1, 2013

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HEFNER, STARK & MAROIS, LLP
Sacramento, California